

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL REQUIREMENTS  
FOR  
Transporting Dewatered Municipal Biosolids  
Bid No. 14-228**

**RW Trucking  
10960 Branched Oak Road  
Waverly, NE 68462  
402-786-7414**

**CITY OF LINCOLN  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **RW Trucking, 10960 Branched Oak Road, Waverly, NE 68462**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**Annual Requirements for Transporting Dewatering Municipal Biosolids, Bid No. 14-228**

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal**

**Vendor will work with third party contractor** Tan Aire **for spill prevention, as needed.**

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

**The City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract. The total cost of products or services for City departments shall not exceed \$341,000.00 each year for a total of \$1,023,000.00 during the contract term without approval.**

3. **Equal Employment Opportunity.** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a three (3) year term, with option to renew for one (1) additional one (1) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal/Supplier Response
  3. Addendums No. 1 and 2
  4. Copy of letter acknowledging use of third party vendor for spill prevention.
  5. Special Provisions
  6. Specifications
  7. Payment and Performance Bonds
  8. City of Lincoln Executive Order No. 083319
  9. Employee Classification Act Affidavit
  10. Attachments A - G
  11. Instructions to Bidders
  12. Insurance Requirements
  13. Sales Tax Exemption Form 13
  14. Copy of Letter of agreement, Attachment 1

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Chris Beutler, Mayor

**Approved by:**

Approved by Resolution No. \_\_\_\_\_

dated \_\_\_\_\_

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

*R. Warner* (SEAL)  
Secretary

*RW Trucking Inc*  
Name of Corporation

*10960 Branched oak Rd Waverly Ne 68462*  
(Address)

By: *Randy Warner*  
Duly Authorized Official

*Pres.*  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

## COMMENTARY TO ACCOMPANY BONDS

### A. GENERAL INFORMATION

There are two types of bonds that are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

#### Performance Bond Payment Bond

The Performance Bond is an instrument that is used to assure the availability of funds to complete the contract.

The Payment Bond is an instrument that is used to assure the availability of sufficient funds to pay for labor, materials and equipment used in the contract. For public work the Payment Bond provides rights of recovery for workers and suppliers similar to their rights under the mechanics lien laws applying to private work.

The objective underlying the re-writing of bond forms was to make them more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond forms provide helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Performance Bond. Procedures for making a claim under the Payment Bond are set forth in the form.

EJCDC recommends the use of two separate bonds rather than a combined form. Normally the amount of each bond is 100 percent of the contract amount. The bonds have different purposes and are separate and distinct obligations of the Surety. The Surety Association reports that the usual practice is to charge a single premium for both bonds and there is no reduction in premium for using a combined form or for issuing one bond without the other.

### B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Both bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond forms are prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bonds.

Each bond must be executed separately since they cover separate and distinct obligations.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

## PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

## CONTRACTOR:

RW Trucking  
10960 Branched Oak Road  
Waverly, NE 68462

SURETY (Name and Principal  
Place of Business):

AMCO Insurance Company  
1100 Locust St., Dept. 2006  
Des Moines, IA 50391-2006

## Owner:

City of Lincoln  
555 South 10th St.  
Lincoln, NE 68508

## CONTRACT

Date: December 8, 2014  
Amount: \$70,000.00

## Description (Name and Location):

For all labor, material and equipment necessary for Annual Requirements for Transporting Dewatered Municipal Biosolids, Bid No. 14-228. (Bond period December 8, 2014 - December 7, 2015)

## BOND

Date: December 8, 2014  
Amount: \$70,000.00  
Modifications to this Bond Form:

## CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

RW Trucking  
10960 Branched Oak Road  
Waverly, NE 68462

## SURETY

Company:

AMCO Insurance Company

Signature: Randy Warner

Name and Title: Name and Title:

Randy Warner Pres

Signature: Leigh Ann Ochsner

Leigh-Ann Ochsner, Attorney in Fact

Fact

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a contractor selected to perform the Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract, or
  - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors, or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefore to the Owner; or
    2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
  - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
  - 12.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.



Bond # BDA741034

**PAYMENT BOND**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR:**

RW Trucking  
10960 Branched Oak Road  
Waverly, NE 68462

**SURETY (Name and Principal Place  
Of Business):**

AMCO Insurance Company  
1100 Locust St., Dept. 2006  
Des Moines, IA 50391-2006

**Owner:**

City of Lincoln  
555 South 10th St.  
Lincoln, NE 68508

**CONTRACT**

Date: December 8, 2014  
Amount: \$70,000.00

**Description (Name and Location):**

For all labor, material and equipment necessary for Annual Requirements for Transporting Dewatered Municipal Biosolids, Bid No. 14-228. (Bond period December 8, 2014 - December 7, 2015)

**BOND**

Date: December 8, 2014  
Amount: \$70,000.00

Modifications to this Bond Form:

**CONTRACTOR AS PRINCIPAL**

Company: (Corp. Seal)

RW Trucking  
10960 Branched Oak Road  
Waverly, NE 68462

Signature: Randy Warner

Name and Title: Randy Warner Pres

**SURETY**

Company:

AMCO Insurance Company



Signature: Leigh-Ann Ochsner

Name and Title: Leigh-Ann Ochsner, Attorney in Fact

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:
    1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and
    2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond.

By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
11. No suite or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.1 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions:
  - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
  - 15.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - NAME, ADDRESS AND TELEPHONE)  
AGENT OR BROKER: OWNER'S REPRESENTATIVE (ARCHITECT, ENGINEER OR OTHER PARTY)

## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation  
Farmland Mutual Insurance Company, an Iowa corporation  
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation  
Allied Property and Casualty Insurance Company, an Iowa corporation  
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

Leigh-Ann Ochsner

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

One Hundred Thousand Dollars and No/100

\$100,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13<sup>th</sup> day of February, 2014.



**Terrance Williams, President and Chief Operating Officer** of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and **Vice President** of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

### ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13<sup>th</sup> day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Alitz  
Notarial Seal - Iowa  
Commission Number 152785  
My Commission Expires March, 24, 2017

Notary Public  
My Commission Expires  
March 24, 2017

### CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seals of said Companies this 13<sup>th</sup> day of November, 2014.

  
Assistant Secretary

This Power of Attorney Expires March 24, 2017

**Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323**

§ 77-1323 Every person, partnership, limited liability company, association, or corporation furnishing labor or material in the repair, alteration, improvement, erection, or work of any public improvement shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

Pursuant to Neb. Rev. Stat. § 77-1323, I, Randy Warner, do hereby certify that all equipment to be used on City Project/Annual Requirements for Transporting Dewatered Municipal Biosolids, Bid No. 14-228, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Lancaster County, Nebraska.

DATED this 12 day of Nov, 2014.

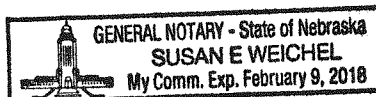
By: Randy Warner Randy Warner  
Title: Pres PW Trucking Inc

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF Lancaster )

On November 12, 2014, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Randy Warner, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Susan E Weichel  
Notary Public  
(SEAL)



# City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Public Works & Utilities, Wastewater/Solid Waste
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent		2400 Theresa St. Lincoln, NE 68521
Phone	(402) 441-7428			Contact	
Fax	(402) 441-6513				
Bid Number	14-228 Addendum 2	Department		Department	
Title	Transporting Dewatered Municipal Biosolids	Building	Suite 200	Building	
Bid Type	Bid	Floor/Room		Floor/Room	
Issue Date	09/03/2014	Telephone	(402) 441-7428	Telephone	
Close Date	9/26/2014 12:00:00 PM CT	Fax	(402) 441-6513	Fax	
Need by Date		Email	smulder@lincoln.ne.gov	Email	

## Supplier Information

Company RW Trucking  
Address 10960 Branched Oak Rd  
  
Waverly, NE 68462  
  
Contact  
Department  
Building  
Floor/Room  
Telephone 1 (402) 786-7414  
Fax 1 (402) 786-0253  
Email we1972@windstream.net  
Submitted 9/25/2014 6:25:14 PM CT  
Total \$340,895.12

Signature Randy Warner

Email we1972@windstream.net

## Supplier Notes

## Bid Notes

## Bid Activities

Date	Name	Description
9/15/2014 1:00:00 PM	Pre-Bid Meeting	A pre-bid meeting will be held Monday, Sept. 15 at 1:00 p.m. at the Wastewater Facility Training Room located at 2400 Theresa Street, Lincoln, NE

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
6	Contact	Name of person submitting this bid:	Randy Warner
7	Renewal is an Option	Contract Extension Renewal is an option.	Yes
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
9	Bid Bond Submission - City	I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the City Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!	I have faxed my bid bond.
10	Escallation/De-escalation	(a) Are your bid prices firm for a one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a. YES b. NO c. 3 yr contract
11	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
12	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
13	Performance/Payment Bonds	I acknowledge that a Performance Bond and a Payment Bond each in the amount of \$70,000 will be required with the signed contract upon award of this job.	Yes
14	Numbers in Price Box	I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of \$0 for respective line items.	Yes

15	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
16	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
17	References	List three references to include a contact person, address, e-mail address, telephone number and a listing of the type of work completed for them on company letterhead.	Y
18	Equipment List	I have attached my Itemized Description of Equipment Type and Capacities. This shall be attached in the Response Attachment Section of the E-Bid.	Yes
19	Back-Up Equipment/plan	I have attached my back-up equipment and procedures to obtain back-up equipment in event of breakdowns. This shall be attached in the Response Attachment Section of the E-Bid.	Yes
20	Personnel Qualifications	I have attached our personnel qualifications of whom will be directly involved with this service. This shall be attached in the Response Attachment Section of the E-Bid.	Yes
21	Sample Spill Prevention Plan	I have attached our Sample Spill Prevention Plan. This shall be attached in the Response Attachment Section of the E-Bid.	Yes
22	Photographs	I have attached photographs of our hauling equipment. These photos shall include the end-gate seals, end -gate discharge and guarding on rear wheels and axle as required. This shall be attached in the Response Attachment Section of the E-Bid.	yes
23	Electronic Signature	Please check here for your electronic signature.	Yes
24	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
25	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

## Line Items

#	Qty	UOM	Description	Response
1	10,785	Ton	Transport Biosolids - 0 - 15 miles from THF	\$3.60
Item Notes: Per is per ton				
Supplier Notes:				
2	84	Ton	Transport Biosolids - 15.1 - 30 miles from THF	\$5.87
Item Notes: Price is per ton				
Supplier Notes:				
3	42	Ton	Transport Biosolids - 30 - 40 miles from THF	\$6.52
Item Notes: Price is per ton				
Supplier Notes:				
4	40,000	Ton	Transport Biosolids - 0 - 15 miles from WWTF	\$6.83
Item Notes: Price is per ton				
Supplier Notes:				
5	1,769	Ton	Transport Biosolids - 15.1 - 30 miles from WWTF	\$9.20
Item Notes: Price is per ton				
Supplier Notes:				
6	84	Ton	Transport Biosolids - 30 - 40 miles from WWTF	\$9.85
Item Notes: Price is per ton				
Supplier Notes:				
7	100	Hour	Loading with 3.0 Cubic Yard or Larger Rubber Tire Loader	\$110.00
Item Notes:				
Supplier Notes:				
Response Total:				\$340,895.12



## **R.W. Trucking, Inc.**

**Randy & Alison Warner  
10960 Branched Oak Rd.**

**Waverly, NE 68462**

**Phone: 402-786-7414**

**Fax: 402-786-0253**

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### **REFERENCES**

#### **Midwest Farmers Coop**

Wade Phillips

PO Box 70

10741 North 142<sup>nd</sup> St

Waverly, NE 68462

Cell Phone: 402-432-4541

Office Phone: 402-786-2665

Email: [wade.phillips@midwestfarmers.coop](mailto:wade.phillips@midwestfarmers.coop)

Custom grain and fertilizer hauling and custom spraying

#### **Bevans Turkey Farm**

Bill Bevans

7900 N. 148th

Waverly, NE 68462

Cell Phone: 402- 432-0039

Office Phone: 402-786-2175

Email: [bbevans@windstream.net](mailto:bbevans@windstream.net)

Custom loading and hauling of turkey manure

#### **New Generation Construction**

Matt Warner

14550 Jamestown

Waverly, NE 68462

Cell Phone: 402-309-4761

Email: [warner776@gmail.com](mailto:warner776@gmail.com)

Custom trucking

### **BIOSOLIDS EQUIPMENT LIST**

3 Tractors – 2008 T800 Kenworth

2005 T800 Kenworth

1993 Volvo

3 End Dump trailers – 2004 Alumatech 39 ft aluminum floor tandem axle 58.3 cubic feet capacity

2004 Alumatech 39 ft aluminum floor tandem axle 58.3 cubic feet capacity

2006 Alumatech 39 ft aluminum floor tandem axle 58.3 cubic feet capacity

1 John Deere rubber tire loader with 3 cubic yard bucket

### **BACKUP EQUIPMENT AND PLAN**

Own additional 1997 Peterbuilt tractor

Able to call and have sent 1996 Mac tractor and 2 additional Alumatech end dump trailers at any time

Own additional Ford loader

## **PERSONNEL QUALIFICATIONS**

**Randy Warner** - Owner of RW Trucking and Warner Enterprises with CDL and 45 years experience in trucking and farming industry

**Chris Fulks** - Full time employee of RW Trucking and Warner Enterprises with CDL and 30 years experience trucking

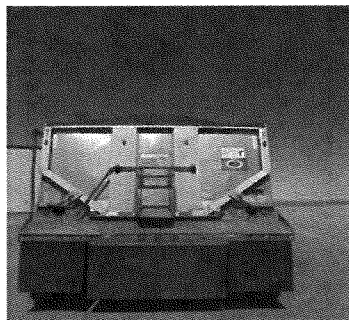
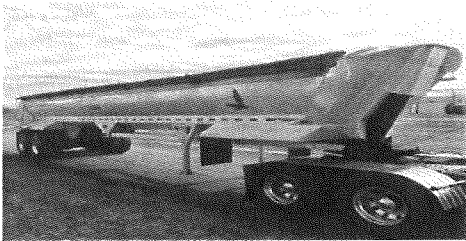
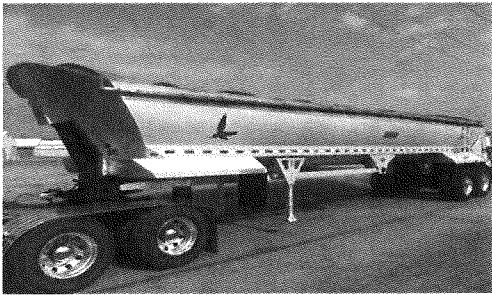
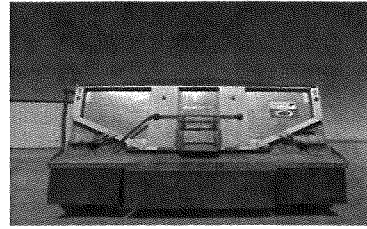
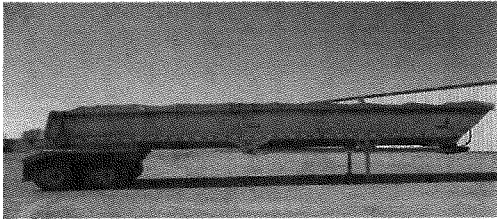
3 additional full time employees available for backup drivers with CDL's and 20 years experience trucking and farming

**Alison Warner** - partner and full time office manager with BS in Agribusiness and over 30 years experience in farming industry

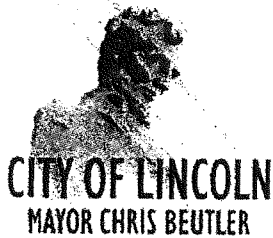
### **SAMPLE SPILL PREVENTION PLAN**

- All trucks and trailers will be inspected before leaving each morning
- All equipment will meet contract specifications to prevent spills including proper seals and safety chains
- Trailers will not be overloaded and shovels will be carried in trucks to pick up any inadvertent loss of biosolids
- We have loaders and skid steers available with drop deck trailer for immediate transport to site if an accidental spill were to occur with backup help available at any time
- All drivers will be properly trained on safe loading and hauling procedures to avoid spills and also how to handle emergency stops with traffic and accidents
- We have been successfully working with biosolids for over 14 years and are very familiar with proper and safe handling procedures

TRAILER PHOTOGRAPHS



smart # 10070200  
7-26-10/law/tb



CITY OF LINCOLN  
EXECUTIVE ORDER

NO. 083319

WHEREAS, there is concern over the inappropriate competitive advantages in the public bidding process for local publicly funded construction and delivery service contracts resulting from the misclassification of individuals performing construction labor services as "independent contractors" rather than "employees"; such "independent contractors" are commonly referred to as "1099 workers" due to the IRS form they receive rather than a W-4 which an employee receives;

WHEREAS, this misclassification of such individuals as "independent contractors" rather than as "employees" eliminates any obligation to pay these individuals legally required minimum or overtime wages, to provide legally required workers' compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit such individuals would typically receive if properly classified as employees;

WHEREAS, this misclassification of individuals performing construction labor services for the contractor as "independent contractors" rather than "employees" is a violation of federal and state law, but is difficult to enforce once public construction or delivery service contracts have been bid, awarded, and entered into;

WHEREAS, the use of public funds to compensate contractors who unlawfully avoid their obligation to pay legally required minimum or overtime wages, to provide legally required workers' compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit is not in the public interest; and

WHEREAS, the Employee Classification Act, Neb. Rev. Stat. §§ 48-2901 to 48-2912 (effective July 15, 2010) provides that any contract entered into between a political subdivision and a contractor shall require that each contractor who performs construction or delivery service pursuant to the contract submit to the political subdivision an affidavit attesting that (1) each individual performing services for such contractor is properly classified under the Employee Classification Act, (2) such contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services, (3) such contractor has complied with Neb. Rev. Stat. § 4-114 requirements that the contractor register and use a federal immigration employment verification system to determine the work eligibility status of new employees physically performing services in the State of Nebraska, (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (5) as of the time of the contract, such contractor is not barred from contracting with the state or any political subdivision pursuant to § 48-2912 of the Employee Classification Act.

NOW, THEREFORE, BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, I hereby establish the following policy as to the bid and award of contracts to contractors for construction and delivery services with the City of Lincoln:

The Purchasing Agent shall immediately include in the City of Lincoln's notice to bidders for construction contracts that all contractors submitting bids in response to the notice shall affirmatively certify to the Purchasing Agent that all individuals hired to perform construction or delivery labor services for the contractor under the contract shall be properly classified as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under federal and state law (including the requirements of the State of Nebraska Employee Classification Act), and that the contractor will comply with all legal obligations with respect to these employees (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes). The

notice to bidders shall further provide that contractors may use affidavits required pursuant to the Employee Classification Act for this purpose, but that a failure to make the affirmative certification to the Purchasing Agent shall render the bidder ineligible for award of the contract.

The Purchasing Agent shall immediately include the following provisions in contracts for construction or delivery services:

(1) Contractor agrees that each individual performing services for the contractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that contractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(2) Contractor understands and agrees that failure to classify each individual hired to perform services under the contract as an employee rather than as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a grounds for rescission of the contract by the City.

(3) Contractor additionally agrees to include the following provisions in each subcontract entered into with a subcontractor as part of the contractor's contract with the City:

(a) Subcontractor agrees that each individual performing services for the subcontractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that subcontractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay,



workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(b) Subcontractor understands and agrees that subcontractor's failure to properly classify individuals hired to perform services under the subcontract as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a grounds for rescission of the subcontract by the contractor.

(4) Contractor agrees that if subcontractor fails to or is suspected of failing to properly classify each individual hired pursuant to the subcontract as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or fails to comply with legal obligations with respect to the subcontractor's employee, the contractor shall take appropriate corrective action including, but not limited to, reporting the suspected violation of the State of Nebraska Employee Classification Act to the Nebraska Department of Labor or rescission of the subcontract by the contractor. Written notification of the corrective action shall be submitted to the City of Lincoln Purchasing Department. Contractor understands and agrees that contractor's failure to take appropriate corrective action shall be considered a breach of the contractor's contract with the City of Lincoln and is a grounds for rescission of the contract by the City.

(5) The City of Lincoln shall notify the Nebraska Department of Labor of any contractor or subcontractor it has determined is in breach of contract due to the terms of this order.

(6) Any contractor or subcontractor who shall have been determined by the Nebraska Department of Labor to have knowingly provided a false affidavit to the City of Lincoln

under the State of Nebraska's Employee Classification Act shall be referred to the Purchasing Agent of the City who shall determine whether to declare such contractor or subcontractor an irresponsible bidder who shall be disqualified from receiving any business from the municipality for a stated period of time, in accordance with Lincoln Municipal Code § 2.18.030(n)(1) or (2).

(7) This policy does not prohibit a contractor or subcontractor from hiring individuals to perform construction labor services as independent contractors, provided that the contractor's or subcontractor's use of such individuals as an independent contractor complies with the criteria found in subdivision 5 of Neb. Rev. Stat. § 48-604 and is otherwise valid under federal and state law and is not intended to circumvent lawful obligations under federal and state law or city contractual requirements.

The City Clerk is directed to send a copy of this Executive Order to Vince Mejer, City Purchasing Agent, for his record.

Dated this 28 day of July, 2010.

  
Chris Beutler, Mayor of Lincoln

Approved as to Form & Legality:

  
City Attorney

## EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, I, Randy Warner, herein below known as the Contractor, state under oath and swear as follows:

1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.
2. The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.
3. The Contractor has complied with Neb Rev Stat 4-114.
4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.
5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to section 12 of this Act.
6. As the Contractor I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by the City. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with the City for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

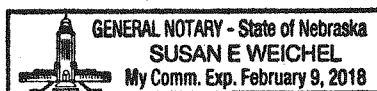
PRINT NAME: Randy R Warner  
(First, Middle, Last)

SIGNATURE: Randy Warner

TITLE: Pres RW Trucking Inc

State of Nebraska )  
 ) ss.  
County of Lancaster )

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 12 day of NOVEMBER, 2014.



Susan E Weichel  
Notary Public



CITY FINANCE DEPARTMENT  
 City-County Purchasing Division  
 440 South 8th Street Suite 200  
 Lincoln, NE 68508 402-441-7417 fax: 402-441-6513



October 27, 2014

RW Trucking  
 Attn: Randy Warner  
 10960 Branched Oak Road  
 Waverly, NE 68462

RE: Annual Requirements for Transporting Dewatered Municipal Biosolids,  
 Bid No. 14-228

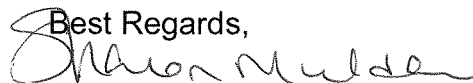
Dear Mr. Warner:

Please find enclosed one (1) copy of the Contract for Annual Requirements for Transporting Dewatered Municipal Biosolids, Bid No. 14-228. Please return the signed Contract, including the Payment and Performance Bonds and proper insurance in accordance with the above referenced bid, attention Lori Irons, by November 11, 2014. Please include **"City of Lincoln, Nebraska is named as an additional insured"** in the Description of Operations.....Special Provisions box on the insurance certificate. Also, please return this signed letter acknowledging the statements below.

Vendor agrees to the following:

1. RW Trucking agrees to spend one (1) week at the Wastewater Facility located at 2400 Theresa Street, in November 2014, watching and learning the current process of transporting dewatered municipal biosolids. Signature: Randy Warner
2. RW Trucking agrees to amend the contract to add a third (3<sup>rd</sup>) party contractor (if needed) for spill prevention. Signature: Randy Warner  
 Our third (3<sup>rd</sup>) party contractor will be: Tan Aire
3. RW Trucking understands and agrees to the Liquidated Damages referenced in the specifications, section 14. Signature: Randy Warner

A fully executed copy will be returned as soon as possible. If you have any questions in regard to the contract documents, please call the Purchasing Department at 402-441.7428.

Best Regards,  
  
 Sharon Mulder  
 Assistant Purchasing Agent

SM:li  
 Enclosures

**SPECIFICATIONS  
FOR  
TRANSPORTING DEWATERED MUNICIPAL BIOSOLIDS**

**1. PROJECT SCOPE**

- 1.1 The City of Lincoln is requesting bids for transporting biosolids from the City of Lincoln's Theresa Street Wastewater Treatment Facility (WWTF) to various land application and holding sites for beneficial use as an agricultural fertilizer within Lancaster County, Nebraska.
  - 1.1.1 During the term of the agreement the City reserves the right to extend the transportation of Biosolids outside Lancaster County within a 30 mile radius of the WWTF.
- 1.2 The Vendor shall supply all equipment, personnel, and supplies necessary to perform the services as described.
- 1.3 The City shall enter into a contract for a period of three (3) years at which time the City, may at its own option, renew the terms of the Contract for one additional one (1) year term.
  - 1.3.1 Contract renewal shall be based on the Vendor's performance during the term of the Contract.
  - 1.3.2 Contract renewal pricing shall be based on price escalation/de-escalation as described in this Agreement.
- 1.4 Overall program administration is by the City of Lincoln, Wastewater Division.
  - 1.4.1 The City has formed a joint agreement with the Lancaster County Cooperative Extension Service to provide program coordination.
- 1.5 Vendors shall familiarize themselves with all site and facility conditions and constraints, all environmental and transportation laws and regulations, and all contractual obligations.
  - 1.5.1 A listing of applicable laws and regulations is provided in Attachment A.
  - 1.5.2 Failure to fully account for these conditions shall not be cause for change s in bid prices or additional compensation to the Vendor.
- 1.6 The Contractor shall be able to provide the specified services within thirty (30) days after receiving a Notice to Proceed.

**2. BIDDING PROCEDURE AND AWARD OF BID**

- 2.1 A pre-bid meeting has been scheduled for Monday, September, 15, 2014, beginning at 1:00 p.m. at the Theresa Street Wastewater Facility Conference Room, 2400 Theresa Street, Lincoln, NE 68521.
- 2.2 Bidder shall submit bid documents and all supporting material via e-bid.
- 2.3 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder, Asst. Purchasing Agent ([smulder@lincoln.ne.gov](mailto:smulder@lincoln.ne.gov)) or fax: (402) 441-6513.
  - 2.3.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
  - 2.3.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
  - 2.3.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.

- 2.3.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 2.4 Bidders shall submit a Statement of Qualifications in the Vendor Response section of the e-bid which includes at a minimum the following:
  - 2.4.1 Description of the business and number of years of experience in similar type work.
  - 2.4.2 A minimum of three (3) references for similar type services including the company name, address, e-mail address, contact name, and phone number of the reference on company letterhead.
  - 2.4.3 An itemized description of equipment type and capacities to be used to perform the required services.
  - 2.4.4 A description of available backup equipment and procedures to obtain backup equipment in the event of breakdowns.
  - 2.4.5 Qualifications of personnel whom will be directly involved in providing the required services.
  - 2.4.6 A sample spill prevention plan.
  - 2.4.7 Photographs of hauling equipment which demonstrates end-gate seals, end-gate discharge, and guarding on rear wheels and axle as required in this Agreement.
    - 2.4.7.1 The Vendor shall make the equipment available for inspection by the City, if requested.
  - 2.4.8 Vendor shall attach all this information, including photos in the Vendor Response section of the e-bid by saving the files in a directory and then clicking on "browse" to retrieve the files.
- 2.5 In addition to the base bid price, the City will give consideration in the award of bid to the Vendor's qualifications and experience in similar projects, the Vendor's equipment inventory and condition, and spill prevention procedures.
- 2.6 The City reserves the right to award the bid to other than the low bidder.
- 2.7 The Vendor awarded this bid shall be required to submit a Performance and Payment Bond in the amount of \$70,000.00 in effect for each year of the initial term of the contract and any subsequent renewals.

### 3. **GENERAL REQUIREMENTS**

- 3.1 The Awarded Contract requires extensive flexibility in scheduling and although the Lincoln Wastewater System (LWWS) has every intent to stay on agreed loading schedules, there will be circumstances that alter loading schedules.
  - 3.1.1 The LWWS will contact the Contractor as soon as the LWWS is aware that a change in loading schedule is necessary.
  - 3.1.2 Some of the conditions effecting schedule are: weather, equipment failure and/or maintenance, changes in biosolids production from the treatment plant and hauling of liquid biosolids from the Northeast Wastewater Treatment Facility.
  - 3.1.3 As a result of construction to replace belt press equipment with centrifuges it is anticipated loading of trucks will be accomplished with mobile belt presses temporarily located under the canopy on the west end of the Operations Control and Solids Handling Building.

- 3.1.3.1 It is anticipated the mobile dewatering will be in place November 2014 through April 2015.
  - 3.1.4 Additional hauling compensation will not be granted due to the project construction or unforeseen changes in load out schedule.
- 3.2 The Contractor is responsible for providing enough drivers to meet the present loading schedule.
  - 3.2.1 During periods of employee vacations, sick leave, or unanticipated absences, the Contractor shall ensure that an adequate number of drivers are available to accommodate the load-out schedule.
    - 3.2.1.1 Depending upon the proximity of field sites and the volume of biosolids stored at the Temporary Holding Facility (THF), the number of drivers has historically been two.
- 3.3 At times it will be necessary for LWWS staff to move trucks into or out of the loading bay area so that loading can proceed uninterrupted.
- 3.4 Permits and licenses of a temporary nature necessary for the prosecution of the work shall be obtained and paid for by the Contractor.
- 3.5 Historical data for transporting biosolids are included in Attachment E.

#### 4. **DEFINITIONS**

- 4.1 *Biosolids* are anaerobically digested municipal wastewater residuals generated from the POTW which have the following physical properties:
  - 4.1.1 It is anticipated the average solids content of 16.0% will change to approximately 24.0% following completion of solids handling improvements on or around April, 2015.
  - 4.1.2 Average unit weight of approximately 1,685 pounds per cubic yard.
- 4.2 *Land Application Sites* are various privately owned, agricultural properties (farms) located throughout Lancaster County which have been approved for the application of biosolids.
- 4.3 *Land Application Storage Sites* are locations where the Contractor is directed to unload biosolids at each land application site.
  - 4.3.1 Storage sites are generally located within farm fields and require off-road travel in loose and uneven ground conditions.
- 4.4 The *Temporary Holding Facility (THF)* is an all-weather, concrete paved area approximately one (1) acre in size located at the Bluff Road Landfill, 6001 Bluff Road.
  - 4.4.1 The THF is used for the storage of biosolids during inclement weather conditions.
  - 4.4.2 The THF has an estimated capacity of 6,000 cubic yards.
- 4.5 *Biosolids Coordination* is performed by the Lancaster County Cooperative Extension Service responsible for directing daily services performed by the Contractor including scheduling and coordinating deliveries of biosolids with participants, locating land application storage sites, and inspection of land application storage sites with the Contractor.
- 4.6 The *WWTF Supervisor* is the Assistant Superintendent of Water Pollution Control for the City of Lincoln and is responsible for coordinating load-out of biosolids including notification to the Contractor of changed load-out times and disruptions of load-out procedures.

- 4.7 *Project Management* is performed by the Recycling Coordinator and/or the Superintendent of Water Pollution Control for the City of Lincoln and is responsible for contract administration and compliance, route coordination, and spill responses.
- 4.8 The *Transportation Supervisor* shall be designated by the Contractor to oversee transportation services including initial inspection of land application storage sites, determining accessibility to land application storage sites, weekly schedules of hauling locations, temporary holding facility operations and records management.
- 4.9 *Scheduled Maintenance* shall be considered as maintenance performed at the WWTF which prevents or limits de-watering and load-out of biosolids.
  - 4.9.1 The Contractor shall receive a twenty four (24) hour notification that scheduled maintenance will occur.

5. **CONTRACTOR PERSONNEL**

- 5.1 The Contractor shall designate a transportation supervisor responsible for the supervision of daily work activities and maintaining appropriate contact with the Biosolids Coordinator, WWTF Supervisor and the Project Manager.
- 5.2 The transportation supervisor shall attend all progress meetings.
- 5.3 The Contractor shall employ competent, experienced, trained and DOT licensed personnel at all times when performing services specified in this Agreement.
- 5.4 Contractor's personnel shall participate in City training on biosolids handling and safety when such training occurs.

6. **TRANSPORTATION EQUIPMENT REQUIREMENTS**

- 6.1 Biosolids shall be transported in fully sealed vehicles which include liquid tight end-gate seals which prevent leakage of biosolids or liquids.
- 6.2 Minimum hauling capacity of vehicles shall be twenty-four (24) cubic yards.
  - 6.2.1 A minimum hauling capacity is not specified for vehicles used for transporting biosolids from the THF provided all vehicles comply with the additional requirements specified.
- 6.3 The Contractor shall have available, when required, a minimum of three (3) trucks for transporting biosolids.
- 6.4 The contractor shall provide a list of identification numbers, tare weights and maximum legal load limits for all trucks and/or trailers being utilized under this contract.
  - 6.4.1 Each tractor/trailer unit shall be conspicuously marked with the maximum legal weight of the unit when loaded and a corresponding "full load" indicator inside the trailer as a loading guide. **(payment shall be based on actual weight transported).**
- 6.5 Hauling vehicles shall be compatible with the dimensions of the load-out area (bay doors closed) as indicated on the diagram in Attachment D.
  - 6.5.1 Only one (1) vehicle can be loaded at a time.
  - 6.5.2 Contractors shall note that the vertical distance from the floor of the loading area to the bottom of the traveling conveyor is 10'-7".
- 6.6 The LWWS has constructed a 66 foot x 62 foot canopy biosolids vehicle storage area adjacent to the west side of the current biosolids loading area.
  - 6.6.1 This structure provides some protection of hauling vehicles during winter months.



- 6.7 Vehicles shall be designed to reduce biosolids from coming into contact with the vehicle endgate, wheels, and axles in order to prevent drag-out of materials on to roadways.
- 6.8 Hauling vehicles shall not be loaded above the level in the box which provides for a safe freeboard to prevent spillage and in no instances shall the load height exceed the top of the box.
- 6.9 Contractor's personnel shall inspect each vehicle prior to hauling and after dumping for removal of all material (biosolids, mud, and debris) from the hauling vehicle which can fall or become dislodged during transportation.
- 6.10 Equipment shall be adequately maintained in good repair to insure constant reliability and prevent leakage of biosolids or liquids.
- 6.11 The Contractor shall be responsible for daily cleanup of all fluid and lubricant spills and leaks which occur on City property.
- 6.12 Equipment shall be maintained in a clean and presentable condition reflecting a positive image on the City and the biosolids application program.
- 6.13 Maintenance of Contractor's equipment shall not be performed on City property unless otherwise approved by the WWTF Supervisor.
- 6.14 Equipment shall be signed with the Contractor's name/logo and telephone number.
- 6.15 The Contractor shall comply with all vehicle licensing, drivers licensing, registration, and weight restrictions laws and requirements.
- 6.16 The Contractor may use the City's heavy equipment washout area located at the Bluff Road Landfill to clean vehicles used in hauling biosolids.
  - 6.16.1 Use of the facility is conditioned on the Contractor's performance in keeping the facility clean and proper use of the cleaning equipment.

## 7. **LOAD-OUT OPERATIONS AT THE THERESA STREET POTW**

- 7.1 The Contractor shall provide transportation services to allow for un-interrupted, continuous load-out of bio-solids from the WWTF biosolids de-watering operation.
- 7.2 Coordination of load-out procedures shall be with the POTW Supervisor.
- 7.3 Load-out shall generally occur Monday through Friday, during the hours of 6:00 a.m. through 5:00 p.m. Maintenance (usually 4 hours) of belt presses or centrifuges typically occurs on Wednesdays.
  - 7.3.1 Maximum load-out times may occasionally occur from 6:00 a.m. through 6:00 p.m.
  - 7.3.2 The City may require the Contractor to load-out and transport bio-solids during any day of the week, or before or after the maximum load-out hours by giving the Contractor a minimum eighteen (18) hour advance notice.
  - 7.3.3 Generally, load-out will not be performed on City observed holidays with the exception being the day after Thanksgiving.
- 7.4 Temporary load-out interruptions as a result of equipment failure or power outages shall not be cause for additional compensation to the Contractor.
- 7.5 Estimated **parameter 5-day load-out** rates are as follows:
  - 7.5.1 Estimated average daily load-out rate - 220-260 cubic yards/185-219 wet tons
  - 7.5.2 Estimated average volume per week - 1,100 cubic yards/927 wet tons
  - 7.5.3 Estimated annual peak day load-out rate - 320 cubic yards/270 wet tons
  - 7.5.4 Estimated total annual volume of biosolids transported from the WWTF - 58,000/ cubic yards/48,900 wet tons
  - 7.5.5 Estimated total annual volume of biosolids transported from the THF -

12,000 cubic yards/10,110 wet tons

- 7.6 Vehicle loading is by gravity drop from a traveling conveyor discharge chute.
  - 7.6.1 Loading of Contractor vehicles shall be performed by City at the direction of the Contractor's personnel.
- 7.7 The City shall make every reasonable attempt to fully load all vehicles.
- 7.8 Load-out bay overhead doors shall remain closed during loading.
- 7.9 All loads shall be transported immediately upon being loaded.
- 7.10 All vehicles containing biosolids shall be transported at the end of each day.
- 7.11 During periods of inclement weather, the Contractor shall request approval from the Project Manager to haul biosolids to the THF.

**8. TRANSPORTATION AND DELIVERY TO LAND APPLICATION STORAGE SITES**

- 8.1 Unless otherwise approved by the City, biosolids shall be transported only during daylight hours as defined by ½ hour before sunset and ½ hour after sunrise.
- 8.2 The selection of routes for delivery of product shall be made by the Contractor and approved by the Project Manager prior to transportation.
  - 8.2.1 The City reserves the right at any time to change the approved route due to road conditions or complaints.
- 8.3 The Biosolids Coordinator shall be responsible for coordinating access to land application storage sites and adequately marking or otherwise designating sites.
  - 8.3.1 The Contractor shall be responsible for inspecting each land application storage site prior to the initial delivery of biosolids.
- 8.4 The Contractor shall make every reasonable attempt to access land application storage sites during and immediately following inclement weather conditions.
- 8.5 The Contractor shall be responsible for repair of any damage to public or private areas, roads or facilities caused by the Contractor.
- 8.6 All biosolids shall be unloaded within the limits of the designated land application site storage area.
- 8.7 Contractor's personnel shall under no circumstances change the land application storage site unless approved by the Biosolids Coordinator.

**9. TEMPORARY HOLDING FACILITY (THF) OPERATION**

- 9.1 Biosolids shall be transported to the THF by the Contractor during inclement weather conditions which prevent access to any of the scheduled land application storage sites.
- 9.2 The Contractor shall unload biosolids in an organized manner to ensure adequate storage capacity exists for long-term forecasted weather conditions and to minimize the need to manage the material with a loader.
- 9.3 When land application storage sites become accessible, the Contractor shall immediately begin transporting biosolids from the THF.
  - 9.3.1 Contractor shall be responsible for loading vehicles with a suitable rubber tire loader.
  - 9.3.2 When the amount of biosolids at the THF exceeds 1000 cubic yards the contractor is required to transport biosolids to accessible land application sites within fourteen (14) calendar days until all biosolids are removed.
  - 9.3.3 The Contractor shall be assessed liquidated damages if the capacity of the THF is exceeded and the contractor fails to comply with the Agreement.

- 9.4 The Contractor shall have access to the THF after normal operating hours at the Bluff Road Landfill.
- 9.4.1 The Contractor shall be responsible for maintaining security of the Bluff Road site during these times.

10. **SPILL RESPONSE AND PLANNING**

- 10.1 The Contractor shall be responsible for all spillage of biosolids from vehicles including spills from within the vehicle box, incidental spillage from biosolids accumulated on the exterior of the vehicle and tracking of biosolids from vehicle wheels and axles.
- 10.2 The Contractor shall prepare a Spill Response Plan which addresses procedures to meet requirements and areas of responsibility:
- 10.2.1 All vehicle exteriors shall be free of biosolids prior to transporting to and from hauling destinations.
- 10.2.2 All small and incidental spillage shall be cleaned up immediately by the Contractors personnel.
- 10.2.3 The Contractor shall have immediate availability to suitable equipment to cleanup large spills.
- 10.2.3.1 An equipment list shall be included in the Spill Response Plan.
- 10.2.4 The Contractor shall make appropriate notifications to local law enforcement, and state, county or local roadway maintenance crews to assist in the cleanup when necessary.
- 10.2.5 The Contractor shall make immediate notification to the Project Manager or Biosolids Coordinator when a large spill occurs.
- 10.2.6 Procedures shall be described for dealing with incidental and large spills which occur on state, county or local roadways including a call notification list, traffic direction, equipment response, and contracts and referrals from the general public.
- 10.2.7 **Bidders shall attach their Spill Response Plan to the Response Attachment section of their E-bid response.**
- 10.3 The Contractor shall provide adequate training to all personnel who may participate in a spill response.

11. **PROGRESS MEETINGS AND RECORDS**

- 11.1 The City shall conduct monthly progress meetings with the Contractor's Transportation Supervisor.
- 11.2 Contractor shall submit a daily haul record form each week to the Project Manager.
- 11.2.1 An example of the daily haul record form is included in Attachment F.
- 11.2.2 Daily haul record forms will be supplied to the Contractor.
- 11.2.3 Electronic records are preferred which are submitted as a Lotus or Excel spreadsheet format by diskette or E-mail.
- 11.3 Contractor shall submit a summary of any spill response, complaints or other significant activities that occurred during the period.

12. **BASIS OF MEASUREMENT AND PAYMENT**

- 12.1 Loads shall be measured to the nearest **one tenth of a wet ton**.

- 12.2 Biosolids quantities shall be measured by certified scales located off the WWTF site at one of three locations on a weekly basis for each tractor/trailer in service for calibration of the WWTF feed and loading systems.
  - 12.2.1 Bluff Road Landfill, 6001 Bluff Road - 6.9 miles
  - 12.2.2 Sapp Brothers Truck Stop, 6001 Cornhusker HWY - 3.1 miles
  - 12.2.3 Don & Randy Shoemaker Truck Stop, 4800 W "O" Street - 7.1 miles
- 12.2 Payment for services rendered shall be according to the unit prices submitted in the Line Items of the E-bid response for loads transported within each pay radius as measured from either the Temporary Holding Facility or the Theresa Street WWTF.
  - 12.2.1 A Lancaster County map showing the pay radii is included in Attachment B.
- 12.3 Pay radii are measured as a straight line distance from the point of origin and are not consider as actual transportation distances to the land application storage sites.
- 12.4 The biosolids quantities transported within each pay radius as indicated in the E-bid Line Items are for estimating purposes only.
  - 12.4.1 The City makes no guarantees as to the actual amount of biosolids hauled in each pay radius and deviations between estimated and actual quantities shall not be cause for additional compensation.
- 12.5 All land application storage sites located in Lancaster County shall be considered within 30 miles of either the WWTF and THF.
- 12.6 For loads hauled to the THF, the Contractor shall be paid the line item price for pay radius #4.
- 12.7 An itemized monthly pay request shall be submitted to the Project Manager containing the following information: haul period, daily weight subtotaled for each pay radius, unit prices, and extended totals.
- 12.8 Monthly pay requests shall be submitted to: Gene Hanlon, Recycling Coordinator, Lincoln Wastewater System, 2400 Theresa Street, Lincoln, NE 68521

**13. Escalator/de-escalator Clause for Contract Renewal**

- 13.1 On the anniversary date of the Contract execution, the contractor may request that bid prices be adjusted based upon the Kansas City Consumer Price Index for Urban Waste Earners and Clerical Workers (KC CPIW) (Transportation Series ID CWURA214SAT) as obtained from Region VII United States Department of Labor (See Attachment G). The adjusted prices shall be computed as follows:
  - Current Index Value (Jan-June 2014) = 201.7
  - Index Diff. = (KC CPIW Jan-June 201X) = 201.7
  - Price Revision Factor = Index Difference / 201.7
  - New Price for Next Annual Period = Price Revision Factor x Original Bid Price
- 13.2 **The Contractor must give written notice of a price change request to the City/County Purchasing Agent and the Project Manager 30 days prior to the contract execution anniversary date.**

**14. LIQUIDATED DAMAGES, NON-PERFORMANCE AND ADDITIONAL COMPENSATION**

- 14.1 Liquidated damages for spillage incidents shall be assessed as follows:
  - 14.1.1 Improperly transported loads shall be assessed \$100 for each load.
  - 14.1.2 Large spills requiring cleanup shall be assessed at \$1,000.00 each plus cost of actual cleanup expense.
  - 14.1.3 Two or more large spill incidents may be cause for termination of the

Contract.

- 14.2 The Contractor shall have adequate equipment and personnel available to insure continuous load-out of biosolids at the WWTF and to insure the capacity of the THF is not exceeded.
  - 14.2.1 Liquidated damages for nonperformance shall be assessed as follows:
  - 14.2.2 Nonperformance which causes interruptions to the WWTF biosolids dewatering operation shall be assessed at \$100 per hour.
  - 14.2.3. Nonperformance which causes the THF to exceed capacity shall be assessed at \$1,000.00 per day.
  - 14.2.4 Failure to provide services for a total of one (1) working day during the duration of the Contract may be cause for termination of the Contract.
- 14.3 Any damages caused to private or public property and equipment by the Contractor shall be corrected as soon as possible by the Contractor.
  - 14.3.1 In the event the City must repair the damage, liquidated damages equal to the repair cost plus \$100 per occurrence for administrative costs shall be assessed.
- 14.4 In the event the Contractor deposits biosolids at a land application storage site which has not been approved, liquidated damages of \$1,000.00 per load deposited shall be assessed and the biosolids shall be loaded and transported to another location as directed by the City at no additional cost.
  - 14.4.1 This action may also be cause for termination of the Contract.
- 14.5 In the event the Contractor deposits more biosolids at a land application storage site than approved by the City, the Contractor shall load and transport the overage to another location as directed by the City at no additional cost.
- 14.6 The Contractor shall be notified of all liquidated damages as soon as the City becomes aware of the incident.
  - 14.6.1 The City shall provide written notification to the Contractor prior to assessment of liquidated damages.
- 14.7 Liquidated damages, or other damages as specified, shall be deducted from the Contractor's monthly payments.
- 14.8 The Contractor shall be compensated for standby time resulting from unscheduled load-out delays caused by the City lasting for periods longer than identified in this Agreement.
  - 14.8.1 The Contractor shall notify the WWTF Supervisor that standby compensation will be requested prior to initiating the charges.
  - 14.8.2 Standby time shall be compensated at \$50.00 per hour of delay computed to the nearest 1/4 hour.
  - 14.8.3 Standby compensation shall not be paid if biosolids are available at the temporary holding facility for hauling during these delays.
  - 14.8.4 Standby compensation shall not be paid if the delay is due to Scheduled Maintenance as defined in these Specifications.

## **Attachment A**

### **APPLICABLE LAWS AND REGULATIONS FOR LAND APPLICATION OF BIOSOLIDS**

#### **1. Federal Regulations**

- a. Title 40, Code of Federal Regulations Part 257, Criteria of Solid Waste Disposal Facilities and Practices.
- b. Title 40, Code of Federal Regulations Part 503, Standards for the Disposal of Sewage Sludge.
- c. Title 40, Code of Federal Regulations Part 122, 123, 124, National Pollutant Discharge Elimination System.
- d. Clean Air Act, as currently amended.

Contact:       **USEPA Regional Office**  
                      11201 Renner Blvd.  
                      Lenexa, KS 66219

#### **2. State of Nebraska Rules and Regulations**

- a. Title 132, Rules and Regulations Pertaining to Solid Waste Management as currently amended; Nebraska Department of Environmental Quality (NDEQ)
- b. Guidelines & Requirements for the Application of Waste Sludges on Agricultural Land, Nebraska Department of Environmental Quality (NDEQ)
- c. Nebraska Commercial Fertilizer and Soil Conditioner Act, Nebraska Department of Agriculture

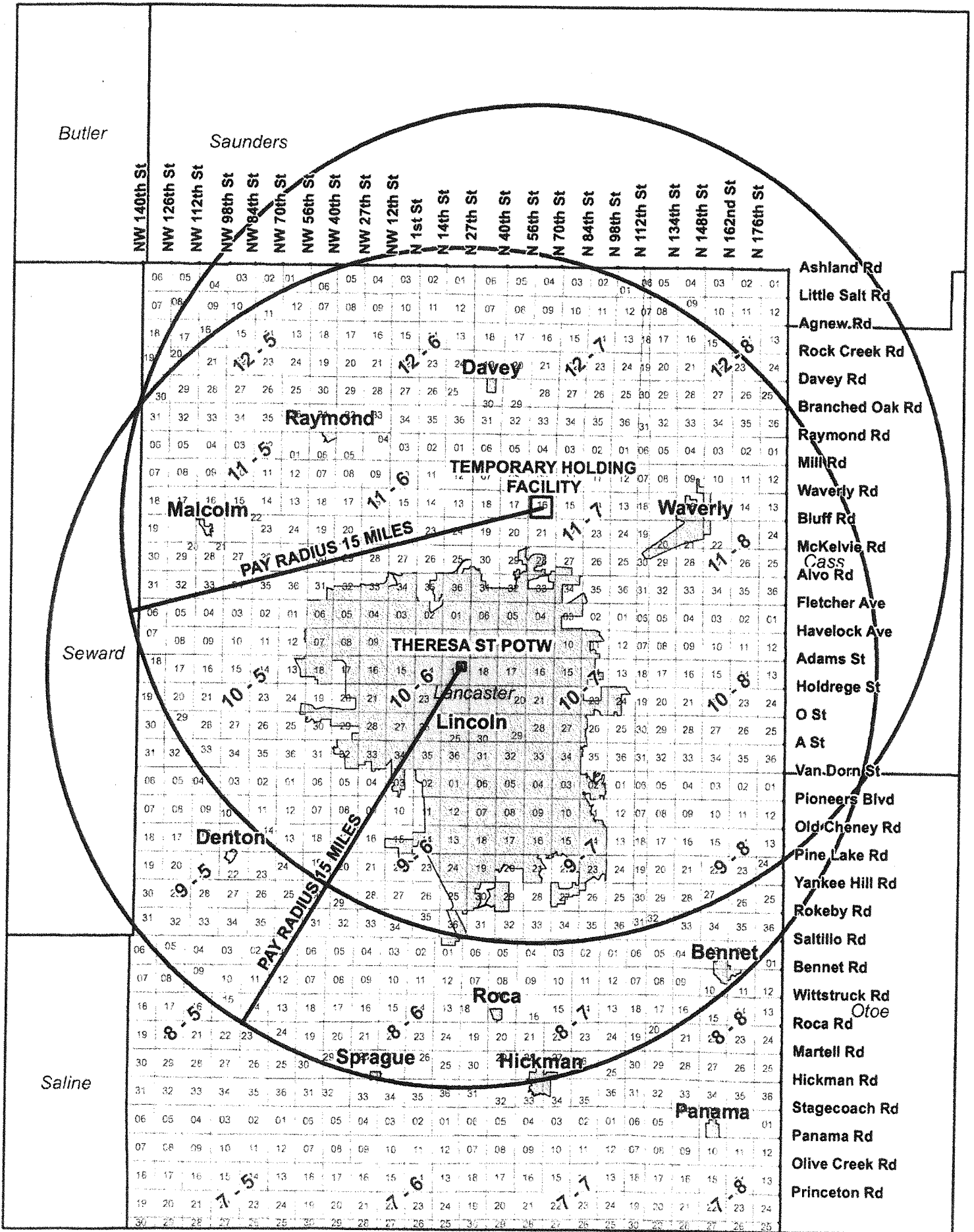
Contact:	NDEQ	NE Dept. of Agriculture
	1200 "N" Street, Suite 400	301 Centennial Mall South
	P.O. Box 98922	P.O. Box 94947
	Lincoln, NE 68509	Lincoln NE, 68509

#### **3. City of Lincoln and Lancaster County**

- a. Lancaster County Resolution 4308, The Lancaster County Solid Waste Resolution of 1987.
- b. Lincoln Municipal Code, Chapter 8.32, Solid Wastes.
- c. Lincoln Municipal Code, Chapter 17.58 Regulation of Wastewater Discharge.
- d. Lincoln Municipal Code, Chapter 27.63, Zoning – Special Permits

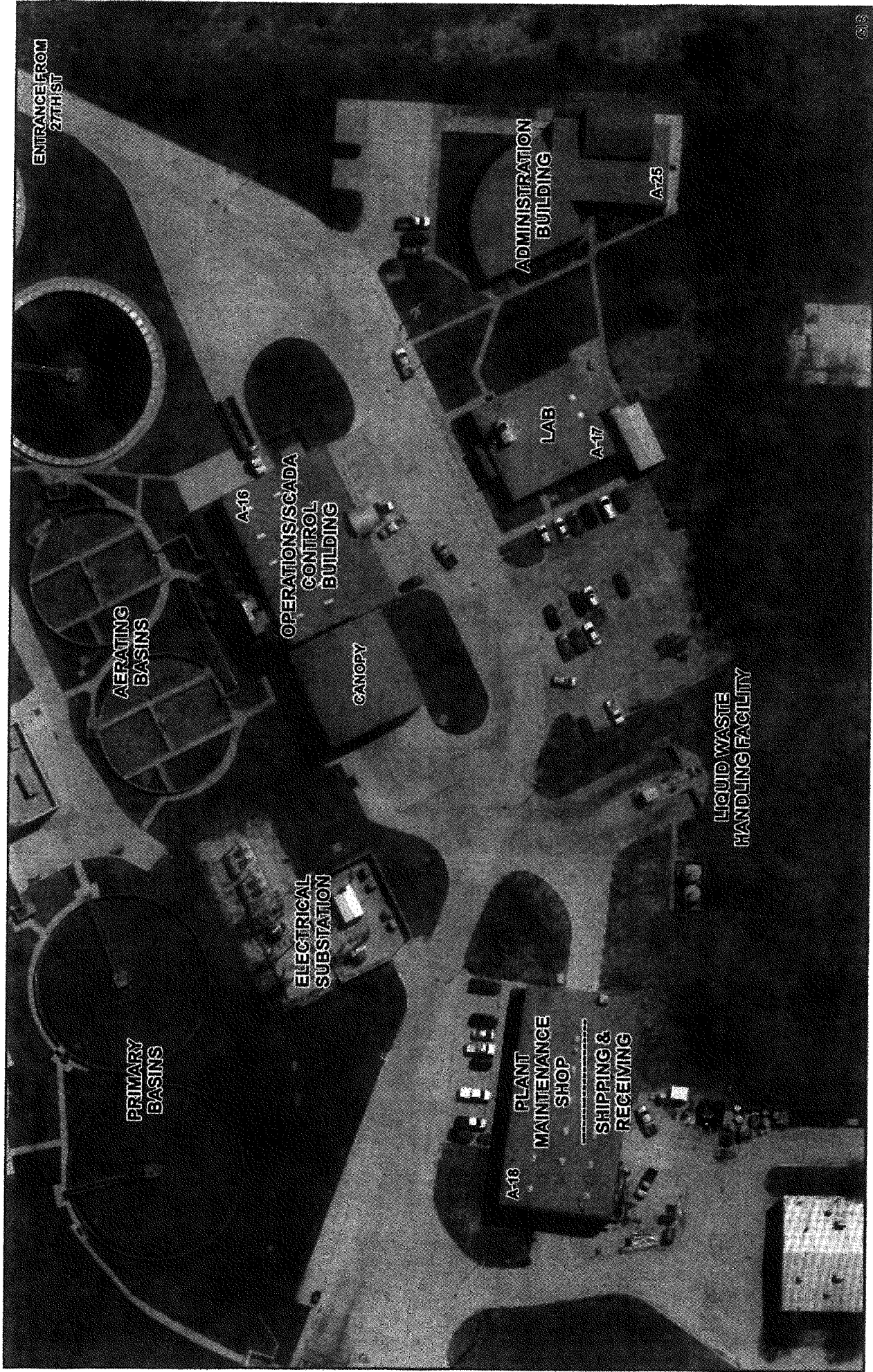
Contact:       Lincoln/Lancaster County Health Department  
                      3140 "N" Street  
                      Lincoln, NE 68510

## Attachment B





Attachment C

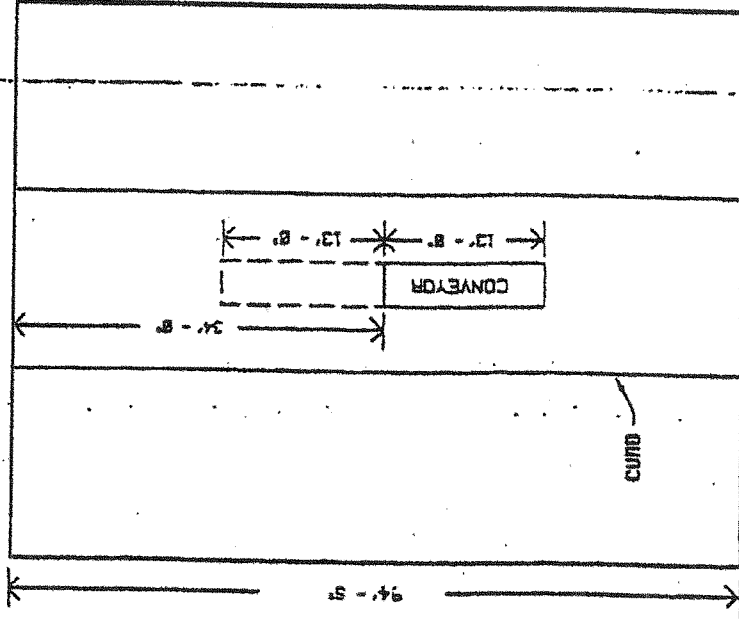




# Attachment D

## Theresa Street Dewatering Area Dimensions

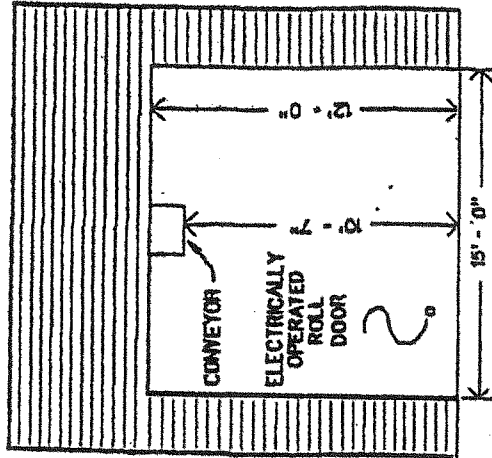
ADMINISTRATION BLDG.  
SLUDGE LOADING AREA



PLAN VIEW  
NO SCALE

WEST SIDE OF BLDG.

ADMINISTRATION BLDG.  
DOOR DIMENSIONS



ELEVATION  
NO SCALE

DETAIL (A)

PUBLIC UTILITIES LINCOLN, NEBRASKA	
JAN 1972	WASTEWATER DIVISION

**Calendar Year 2011**Calendar Year 2012**Calendar Year 2013**Calendar Year 2014[illegible]

**CITY OF LINCOLN**  
**Biosolids Daily Haul Record**

## Biosolids Daily Haul Record

[illegible]

# Attachment G

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Data extracted on: August 6, 2014 (10:58:09 AM)

### Consumer Price Index - Urban Wage Earners and Clerical Workers

**Series Id:** CWUSA214SAT  
 Not Seasonally Adjusted  
**Area:** Kansas City, MO-KS  
**Item:** Transportation  
**Base Period:** 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2004													150.4	149.1	151.7
2005													160.2	156.6	163.8
2006													166.6	166.3	166.9
2007													171.163	168.780	173.546
2008													181.511	186.760	176.263
2009													164.807	158.931	170.683
2010													177.258	175.285	179.231
2011													197.161	196.334	197.988
2012													200.932	200.871	200.994
2013													200.221	202.828	197.614
2014														201.722	

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**Addendum #1**  
**Transporting Dewatered Municipal Biosolids**  
**Bid No. 14-228**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Q) What is the current pricing of the contract in effect today?

Qty	UOM	Description	Award Response	Award Qty
1		PKGTotals Bid - Lines 1.1 - 1.6 Below  THIS LINE WILL AUTOMATICALLY LIST TOTALS AS UNIT PRICE IS LISTED BELOW!		
15000	Cubic Yds	Transport of Biosolids 0-15 miles from Temporary Holding Facility	0.2	15000
7000	Cubic Yds	Transport of biosolids 15.1 - 30 miles from the Temporary Holding Facility	3.2	7000
1000	Cubic Yds	Transport of Biosolids 30 miles or more from Temporary Holding Facility	5.3	1000
55000	Cubic Yds	Transport of Biosolids 0 - 15 miles from the POTW	5.05	55000
6000	Cubic Yds	Transport of Biosolids 15.1 - 30 miles from the POTW	9.15	6000
100	Cubic Yds	Transport of Biosolids 30 miles or more from the POTW	10.7	100
1	Cubic Yds	Transport of other materials within 0 - 15 miles of either the POTW or Temporary holding Facility.	7.4	1
1	Hour	Transport of other materials in 12-15 yard net capacity vehicles.	97.5	1
1	Hour	Transport of other materials in 20-30 yard net capacity vehicles.	97.5	1
1	Hour	Loading with 3.0 cubic yard or larger rubber tire loader.	117.5	1

2. Q) Who is the current contract holder?  
A) Merrell Brothers Inc.
3. The unit of measure has been changed to tons instead of cubic yards.

All other terms and conditions shall remain unchanged.

Dated this day of September 16, 2014.

Sharon Mulder  
Asst. Purchasing Agent

**Addendum #2**  
**Transporting Dewatered Municipal Biosolids**  
**Bid No. 14-228**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Line item number, quantity has been changed to 40,000 tons.
2. Q) Is the contractor responsible for paying the cost to weigh each truck or will the City pay this cost?  
A) The city will pay this cost.
3. Q) Do transport trailers require covers in term of this contract?  
A) No.
4. Q) Are there any trailers that you are aware of that would work better fo hauling 24% biosolids content instead of current end dumps being used?  
A) No.
5. Q) What can be the maximum height for truck and trailer in mobile dewatering facility?  
A) Specifications, Section 6.5 is applicable to the mobile dewatering load out area.
6. A) Bid has been extended and will close on Friday, September 26, 2014 at 12:00 P.M. CST.

All other terms and conditions shall remain unchanged.

Dated this day of September 22, 2014.

Sharon Mulder  
Asst. Purchasing Agent

# **SPECIAL PROVISIONS FOR TERM CONTRACTS**

## **PURCHASING DEPARTMENT CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA**

### **1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

### **2. CONTRACT PERIOD**

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

### **3. BID PRICES**

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
  1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
  3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
  4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
  5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
  6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.

9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.

10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

### **4. CONTRACT ADMINISTRATION**

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

### **5. QUARTERLY REPORT**

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  1. Each ordering department.
  2. Items and quantities purchased by department.
  3. Total dollar amount of purchases by department.

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA

E-Bid

### 1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8<sup>th</sup> St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so as to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's most current Standard Specifications for Municipal Construction shall apply.
  - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
  - 1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.
  - 1.7.3 Said document is available on the web site.  
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdnspec/index.htm>

### 2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with this bidding document, as indicated on the bid.
  - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8<sup>th</sup> St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
  - 2.1.2 If bid security is not received in the office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
  - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

### 3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bidding documents.



**4. CLARIFICATION OF BIDDING DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 4.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the bidding documents will be issued electronically via addendum. All vendors registered for that bid prior to bid issuance will be notified of the addendum. Bidders registering after the bid is issued will receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the City; and Bidders shall not rely upon such interpretations or changes.

**5. ADDENDA**

- 5.1 Addenda are instruments issued by the City prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

**6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

**7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with the Mayor, any member of the City Council, or City staff except in the course of City sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

**8. BRAND NAMES**

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the City's bidding documents.

**9. DEMONSTRATIONS/SAMPLES**

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the City of acceptable goods. The Bidder must indicate how samples are to be returned.

**10. DELIVERY (Non-Construction)**

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. to the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

**11. WARRANTIES AND GUARANTEES**

- 11.1 Copies of the following documents shall accompany the bid proposal for all items being bid, if requested:
  - 11.1.1 Manufacturer's warranties and/or guarantees.
  - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 Unless stated otherwise in the specifications, as a minimum requirement of the City, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

**12. ACCEPTANCE OF MATERIAL**

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
  - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
  - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the City reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

**13. BID EVALUATION AND AWARD**

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the City, and as the City deems will best serve the requirements and interests of the City.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

**14. INDEMNIFICATION**

- 14.1 The Bidder shall indemnify and hold harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**15. TERMS OF PAYMENT**

- 15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other materials have been delivered, and all such labor and equipment and other materials have met all contract specifications.

**16. LAWS**

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents and patent rights.
- 16.3 If there are any conflicts or inconsistencies between the Bidder's documents and the City's, the City's documents shall control.

**17. EQUIPMENT TAX ASSESSMENT**

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statute Sections 77-1323 and 77-1324. In that regard, every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

**18. AFFIRMATIVE ACTION**

- 18.1 The City of Lincoln provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

**19. LIVING WAGE**

- 19.1 The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.
- 19.2 If the contract is subject to the City Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage. This wage is subject to change every July.

**20. INSURANCE**

- 20.1 All Bidders shall take special notice of the insurance provisions required for City contracts (see *Insurance Requirements for All City Contracts*).

**21. EXECUTION OF AGREEMENT**

- 21.1 Depending on the type of service or commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:
- \_\_\_\_\_ a. **PURCHASE ORDER**, unless otherwise noted.
1. This contract shall consist of a City of Lincoln Purchase Order.
  2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- X   b. **CONTRACT**, unless otherwise noted.
1. City will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
  2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
  3. The City will sign and date the Contract and prepare an Executive Order or Directorial Order for signature.
  4. Upon approval and signature, the City will return one copy to the successful Bidder.

**22. TAXES AND TAX EXEMPTION CERTIFICATE**

- 22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.
- 22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

**23. CITY AUDIT ADVISORY BOARD**

- 23.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

**24. E-VERIFY**

- 24.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the winning bidder agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The winning bidder shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The winning bidder shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify).

# INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

## 1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

## 2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

- B. Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
<b>Worker's Comp.</b>			
	State	Statutory	
	Applicable Federal	Statutory	
<b>Employer's Liability</b>			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

**C. Commercial General Liability Insurance.**

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
  - Endorsement to provide the general aggregate per project endorsement
  - Personal and advertising injury included
  - Operations by independent contractors included
  - Contractual liability coverage included
  - X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
  - Any fellow employee exclusions shall be deleted
  - Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
  - Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
  - Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.
- (3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
- (4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

**D. Vehicle liability insurance coverage.**

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

**E. Railroad Protective Liability.** If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**  
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

### 3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
    - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
    - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
  - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.



C. The obligations of indemnification herein shall not include or extend to:

- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
- (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.

D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

#### **4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.**

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

#### **5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.**

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

#### **6. PROPERTY INSURANCE/ BUILDER'S RISK.**

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.

Advertise 1 time  
Thursday, September 4, 2014

**City of Lincoln/Lancaster County  
Purchasing Division  
NOTICE TO BIDDERS**

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 pm, Wednesday, September 24, 2014** for providing the following:

**Transporting DeWatered Municipal Biosolids  
Bid No. 14-228**

*A pre-bid meeting will be held Monday, September 15<sup>th</sup> at 1:00 p.m. at the Wastewater Facility Training room located at 2400 Theresa Street, Lincoln, NE. All interested vendors are encourage to attend.*

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: [lincoln.ne.gov](http://lincoln.ne.gov) (type: e-bid - in search box, then click "Supplier Registration").

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-7416, or (402) 441-7417.

# Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• Read instructions on reverse side/see note below

FORM  
**13**

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name The City of Lincoln			Name RW Trucking		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 10960 Branched Oak Road		
City Lincoln	State NE	Zip Code 68508	City Waverly,	State NE	Zip Code 68462

**Check Type of Certificate**

☐ Single Purchase

☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

**I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:**

**Check One**

☐ Purchase for Resale (Complete Section A)

☒ Exempt Purchase (Complete Section B)

☐ Contractor (Complete Section C)

## SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of  
from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the  
form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor  
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

## SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

☐ YES ☐ NO

☐ YES ☐ NO

## SECTION C—For Contractors Only

### 1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from  
Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

### 2. Purchases Made Under Purchasing Agent Appointment on behalf of \_\_\_\_\_:

(exempt entity)

☐ Pursuant to an **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases  
of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the  
regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135,  
shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for  
each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket  
certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct  
and complete.

**sign  
here**

Authorized Signature

Purchasing Agent

Title

Date

10-28-14

**NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.**

**Incomplete certificates cannot be accepted.**

**www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729**

**NOTE:** This form cannot be used for the WATER Division of the City of Lincoln. The WATER  
Division is taxable per Reg. 066.14A or applicable laws.

## INSTRUCTIONS

**WHO MAY ISSUE A RESALE CERTIFICATE.** Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

**WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE.**

Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: [www.revenue.ne.gov/legal/regslstaxregs](http://www.revenue.ne.gov/legal/regslstaxregs).

**Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.**

**CONTRACTORS.** Form 13, Section C; Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site [www.revenue.ne.gov](http://www.revenue.ne.gov) for additional information.

**WHERE TO FILE.** Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

**SALES TAX NUMBER.** A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

**PROPERLY COMPLETED CERTIFICATE.** A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

**PENALTIES.** Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

### CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).